

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In RE:

CASE NO: 6:17:bk-00327-CCJ

ANDREW AND DEANNA
DRENGERS

Chapter 7

Debtor(s)

MOTION FOR COURT APPROVAL OF TRIAL LOAN MODIFICATION OFFER

(Re: 3759 Moon Dancer Place, Saint Cloud, FL 34772)

Comes now the Debtors, ANDREW AND DEANNA DRENGERS, by and through undersigned counsel, and files this Motion to Approve Trial Period Agreement and in support thereof would state as follows:

1. The Debtors sought a mortgage loan modification for a property located at 3759 Moon Dancer Place, Saint Cloud, FL 34772.
2. The Debtor has received notice that they have been approved for a trial mortgage loan modification through BSI Financial Services. The trial mortgage loan modification offer is attached as Exhibit A.
3. The trial payments are \$2006.01 beginning September 1, 2017 through August 1, 2018 which includes principal, interest, taxes and insurance.
4. The Debtors are completing step one of two-step documentation process.
5. After the trial payments have been made, BSI Financial Services should provide the permanent agreement in a timely manner.
6. The payments should be sent to the following address:

**BSI Financial Services, Inc
314 S. Franklin Street- 2nd Floor
Titusville, PA 16354**

WHEREFORE, the Debtors request this Honorable Court for its Order Approving the Trial Loan Modification Agreement with BSI Financial, and such other relief that may be deemed just and proper in the circumstances.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing was furnished on this 9th day of August 2017, by U.S. Mail, and/or by CM/ECF pursuant to Local Rule 7005-to the Chapter 13 Standing Trustee, Laurie K. Weatherford, Post Office Box 3450, Winter Park, Florida 32790-3450 and to Robertson, Anschutz & Schneid, PL, 6409 Congress Avenue, Suite 100, Boca Raton, FL 33487.

/s/ Erin E. Tudhope
Erin E. Tudhope, Esq.
Florida Bar No. 042702
Tudhope Law, P.A.
1681 Maitland Avenue
Maitland, FL 32751
Telephone (407) 969-0044
Fax (407)442-1922

eet



314 S Franklin St / Second Floor
PO Box 517
Titusville, PA 16354
Toll Free 800-327-7861
Fax 814-217-1366
www.bsifinancial.com

STANDARD MODIFICATION TRIAL PERIOD PLAN NOTICE

July 21, 2017

ANDREW W DRENGERS
DEANNA M DRENGERS
3759 MOON DANCER PL
SAINT CLOUD FL 34772

Re: Result Following Review of Complete Loss Mitigation Application
Mortgage Loan #: 1461046041

Dear ANDREW W DRENGERS & DEANNA M DRENGERS:

Thank you for contacting us about your mortgage. Based on a careful review of the information you provided, we are offering you an opportunity to enter into a Trial Period Plan for a mortgage modification. This is the first step toward qualifying for more affordable mortgage payments or more manageable terms. It is important that you read this information in its entirety so that you completely understand the actions you need to take to successfully complete the Trial Period Plan to permanently modify your mortgage.

To Accept This Offer

You must contact us at 1-800-327-7861 and return this signed agreement at the address provided below by no later than **08/07/2017**, to indicate your intent to accept this offer. In addition, you must make your first Trial Period Plan payment by **09/01/2017**.

TIME IS OF THE ESSENCE.

If you fail to make the first Trial Period Plan payment by **09/01/2017** and we do not receive the payment by the last day of the month in which it is due, this offer will be revoked and we may refer your mortgage to foreclosure, or if your loan has been referred to foreclosure, foreclosure proceedings may continue and a foreclosure sale may occur.

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

u Exhibit A u



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Make Trial Period Payments

To successfully complete the Trial Period Plan, you must make the Trial Period Plan payments below.

- First payment: \$2006.01 by 09/01/2017
- Second payment: \$2006.01 by 10/01/2017
- Third payment: \$2006.01 by 11/01/2017
- Fourth payment: \$2006.01 by 12/01/2017
- Fifth payment: \$2006.01 by 01/01/2018
- Sixth payment: \$2006.01 by 02/01/2018
- Seventh payment: \$2006.01 by 03/01/2018
- Eighth payment: \$2006.01 by 04/01/2018
- Ninth payment: \$2006.01 by 05/01/2018
- Tenth payment: \$2006.01 by 06/01/2018
- Eleventh payment: \$2006.01 by 07/01/2018
- Twelfth payment: \$2006.01 by 08/01/2018

Please send your Trial Period Plan payments to:

BSI Financial Services
314 S. Franklin St. 2nd Floor
PO Box 517
Titusville, PA 16354

If you have questions about your Trial Period Plan or permanent modification requirements, please contact us at 1-800-327-7861.

Next Steps

- It is important that you thoroughly review the ***Additional Trial Period Plan Information and Legal Notices*** and ***Frequently Asked Questions*** information attached.
- This Trial Period Plan offer is contingent on your having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Trial Period Plan.
- Once you have successfully made each of the payments above by their due dates, you have submitted two signed copies of your modification agreement, and we have signed the modification agreement, your mortgage will be permanently modified in accordance with the terms of your modification agreement
- We must receive each payment by the due date as indicated above. If the payment is not received by the due date, we will accept the payment only if it is received within the month in

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which the payment is due. If you miss a payment or do not fulfill any other terms of your Trial Period Plan, this offer will terminate and your mortgage loan will not be modified.

- If you are eligible and qualify for assistance from your state Housing Finance Agency (HFA) using federal Hardest Hit Funds to pay down a portion of the unpaid principal balance of your mortgage loan (HFA Funds), we must receive such HFA Funds from the HFA prior to modifying your mortgage. If we do not receive such HFA funds, you may not be eligible for a modification. However, if you qualify for a modification without the HFA funds, we may offer you a modification of your mortgage.
- If you have questions about this information, your Trial Period Plan payments, or our mortgage modification requirements, please contact us at 1-800-327-7861.
- If you feel that you cannot afford the Trial Period Plan payments shown above but want to remain in your home, or if you have decided to leave your home, please contact us at 1-800-327-7861 to discuss alternatives to foreclosure.
- Please note that except for your monthly mortgage payment amount during the Trial Period Plan, the terms of your existing note and all mortgage requirements remain in effect and unchanged during the Trial Period Plan.

Additional Trial Period Plan Information and Legal Notices

We will not proceed to foreclosure sale during the Trial Period Plan, provided you are complying with the terms of the Trial Period Plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or no longer qualify for a permanent loan modification.
- You agree that we will hold the Trial Period Plan payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a permanent loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the Trial Period Plan will not be deemed a waiver of the acceleration of your loan and related activities, including the right to resume or continue foreclosure, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

Your current loan documents remain in effect; however, you may make the Trial Period Plan payment instead of the payment required under your loan documents:

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

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Sincerely,

Loss Mitigation Department
BSI Financial Services
NMLS # 38078; # 1195811

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Qualified Written Request - Notice of Error or Information Request

Under the Real Estate Settlement Procedures Act, a qualified written request is a written correspondence (other than notice on your payment coupon or other payment medium supplied by us) regarding the servicing of your loan which identifies your name, account number, and the specific reasons for the request, such as an error on your loan account or a request for information. Any qualified written request you wish to submit must be sent to:

BSI Financial Services, Inc.
Attn: Qualified Written Requests
1425 Greenway Drive, Suite 400
Irving, TX 75038

T07_T35-07082015

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Please sign and date and return this page to your single point of contact SCOTT HANSEN at 7505 IRVINE CENTER, STE 200, IRVINE, CA 92618 or fax to 949.287.5527.

Acknowledgement and Acceptance of Standard Modification Trial Payment Plan

ANDREW W DRENGERS ("Borrower") hereby acknowledges receipt of the offer for the standard modification trial payment plan dated July 21, 2017. Borrower has read the terms and conditions of the trial payment plan and understands and agrees to the terms and payment schedule set forth in the offer.

Andrew Dangers 8/3/17
Borrower Name/ Date

Deanna L. Dangers 8/3/17
Co-borrower Name/ Date

Mortgage Loan #: 1461046041

First payment: \$2006.01 by 09/01/2017

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If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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FREQUENTLY ASKED QUESTIONS

Get the answers you need to some of the most common questions.

Q. What else should I know about this offer?

- Your state Housing Finance Agency (HFA) may be participating in a program using federal Hardest Hit Funds to assist qualified homeowners to pay down a portion of the unpaid principal balance of their mortgage loans (HFA Program). If you are eligible and qualify for the HFA Program and you make your Trial Period Plan payments on time, upon our receipt of the HFA Funds, we will apply such funds to the amount you owe on your mortgage loan. If we do not receive the HFA Funds and you otherwise qualify for the modification, we may still offer you a modification. **There could be income tax consequences related to payment of your debt obligation by a third party. As a result, you are advised to seek guidance from a tax professional to discuss potential tax consequences.**
- If you make your new Trial Period Plan payments timely, and you continue to remain eligible for the permanent modification, **we will not conduct a foreclosure sale.**
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- **Credit Reporting:** We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- We will not report the delinquency status of your loan or your entry into a Trial Period Plan to credit reporting agencies during the Trial Period Plan so long as you are paying in accordance with the terms of this Trial Period Plan. **CREDIT SCORING COMPANIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING. WE ARE UNCERTAIN AS TO THE IMPACT ON YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

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Q. Why is there a Trial Period Plan?

The Trial Period Plan offers you immediate payment relief and gives you time to make sure you can manage the new monthly mortgage payment. The Trial Period Plan is temporary, and your existing loan and loan requirements remain in effect and unchanged during the Trial Period Plan.

Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

If you continue to remain eligible for the permanent modification, once you make all of your Trial Period Plan payments on time and return to us two copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the Trial Period Plan payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment.

If you are eligible and qualify for the HFA Program, after making all of your Trial Period Plan payments on time, and upon our receipt of the HFA Funds, we will apply such funds first to reduce accrued and unpaid interest on your mortgage loan and any other past due amounts advanced by us under the terms of the mortgage, then to pay down a portion of the unpaid principal balance of the mortgage loan. However, if we do not receive HFA funds and you otherwise qualify for a modification, we may proceed with modifying your mortgage without HFA Funds.

Q. Are there incentives that I may qualify for if I am current with my new payments?

No. Borrower incentive compensation is only available to borrowers who qualified for a permanent modification under the Home Affordable Modification Program (HAMP). You did not qualify for a modification under HAMP.

Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

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